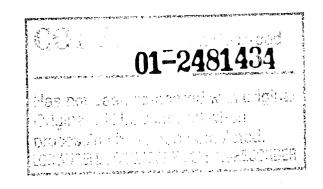
RECORDING REQUESTED BY AND WHEN RECORDED MAIL THIS TO:

Boeing Realty Corporation 3760 Kilroy Airport Way Suite 500 Long Beach, CA 90806 Attn: G. Rafferty



Space above this Line for Recorder's Use

### EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made and entered into as of the day of <u>December</u>, 2001 between and among LOMITA PARTNERS, LLC, a California limited liability company ("Grantor"), as owner of the property described in Exhibit A below, and Boeing Electron Dynamic Devices, Inc., a Delaware corporation ("Grantee"), as ground lessee of the property described in Exhibit B below.

### RECITALS

- A. Grantor is the owner of that certain real property (the "Servient Tenement") located in the City of Torrance, County of Los Angeles, State of California and more particularly described in <u>Exhibit A</u> attached hereto.
- B. Grantee is ground lessee of that certain real property (the "Dominant Tenement") adjacent to the Servient Tenement located in the City of Torrance, County of Los Angeles, State of California and more particularly described in Exhibit B attached hereto.
- C. Grantor desires to grant certain easements and licenses described below to Grantee, on the basis of the terms, covenants and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto hereby agree as follows:

- 1. <u>Incorporation of Recitals</u>. The recitals above are hereby incorporated by reference and made a part of the covenants and agreements of Grantor and Grantee.
- 2. Grant of Easement. Grantor does hereby grant and convey to Grantee and its Permitted Users (hereinafter defined) a perpetual, nonexclusive easement and right-of-way (the "Easement") for vehicular ingress and egress, over and across that portion of the Servient Tenement ("Easement Area") described and/or depicted in Exhibit C attached hereto and for the construction, repair and maintenance of such roads, driveways, curbs and sidewalks as depicted in Exhibit C attached hereto. The term "Permitted Users"

means Grantee's successors, assigns, tenants, permitted subtenants and its and their respective employees, customers, visitors, contractors, servants, guests and invitees.

3. Character of Easements and Servient Tenement. The Easement shall burden the Servient Tenement and shall benefit the Dominant Tenement. The Easement and each of the restrictions, obligations and covenants set forth herein (the "Covenants") (i) are hereby declared and agreed to be necessary to the continued use, operation and maintenance of the Dominant Tenement, (ii) shall be covenants which run with the real property identified herein as the Easement Area and the Servient Tenement, (iii) shall be binding upon Grantor, its lessees, licensees, successors, assigns and any other person or entity who acquires any right, title or interest in or to any portion of the Servient Tenement, (iv) shall benefit the Dominant Tenement and the fee owner thereof from time to time (including Grantee if Grantee acquires the fee) and shall inure to the benefit of and be binding upon Grantee and the respective heirs, lessees, licensees, successors and assigns of Grantee, and (v) shall be enforceable by Grantee and Grantor and their respective heirs, lessees, licensees, successors and assigns. It is intended that the Dominant Tenement shall be all of the property described in Exhibit B, and the Servient Tenement shall be all of the Property described in Exhibit A. Every person or entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the Servient Tenement is and shall be conclusively deemed to have consented and agreed to this Easement and the Covenants contained herein, whether or not any reference to this instrument is contained in the instrument by which such person acquired an interest in such property.

### 4. <u>Matters Related to the Easement.</u>

- 4.1 <u>Term.</u> This Easement and Covenants described herein shall be binding absolutely and perpetually on Grantor, its successors and assigns.
- 4.2 Maintenance and Repair. Grantor shall maintain the Easement Area in good condition and repair and in compliance with all requirements of applicable governmental entities. Such maintenance and repair shall be at Grantor's sole cost and expense, subject, however, to reimbursement by Grantee of fifty percent (50%) of all third-party costs and expenses actually and reasonably incurred by Grantor in performing such maintenance and repair, such reimbursement to be made pursuant to and governed by Section 5 below. If the Easement Area or any portion thereof is damaged due to the negligence or wilful misconduct of Grantor or its successors, assigns, tenants, permitted subtenants and its and their respective employees, customers, visitors, contractors, servants, guests, invitees, permittees or licensees, or due to any construction activity in or about the Easement Area which occurs in connection with any activity by Grantor relating to Grantor's exercise of its rights under this Easement, the repair of such damage shall be accomplished by Grantor as soon as reasonably possible following such damage and the cost therefor shall be paid entirely by Grantor. If, however, the Easement Area or any portion thereof is damaged due to the negligence or wilful misconduct of Grantee or

its Permitted Users, permittees or licensees, or due to any construction activity in or about the Easement Area which occurs in connection with any activity by Grantee relating to Grantee's exercise of its rights under this Easement, the repair of such damage shall be accomplished by Grantor as soon as reasonably possible following such damage and the cost therefor shall be paid entirely by Grantee. Should either party fail to timely perform the maintenance and/or repair work for which it is obligated hereunder, the other party may elect, after notice to the defaulting party and a reasonable opportunity to cure, in addition to all other remedies that the non-defaulting party may have in the event of such default, to perform some or all of such work itself, in which event the defaulting party shall reimburse the non-defaulting party for all costs and expenses incurred by the defaulting party in connection with such work, together with an administrative/supervisor fee of ten percent (10%) of such costs and expenses, such reimbursement to be made pursuant to and governed by Section 5 below.

# 5. Payments, Liens and Remedies.

- 5.1 Except where expressly otherwise provided hereunder, any amount required to be paid by one party to the other party hereunder shall be due and payable thirty (30) days following the delivery of a written demand therefor. Any payment or other amount delinquent hereunder which is not paid in full within ten (10) days following delivery to delinquent party of written notice of such delinquency shall bear interest on the amount delinquent from the date due until paid at the rate of ten percent (10%) per annum.
- 5.2 Each party authorized or permitted hereunder to perform or cause to be performed any act on any Property of the other party shall (i) remove of record, by bond or otherwise, any lien mechanics lien, materials lien, stop notice or other encumbrance ("Asserted Liens") asserted against or otherwise encumbering the Property or other property of the other party resulting from the acts of such party, and their respective tenants, subtenants, customers, visitors, contractors, servants, guests and invitees (collectively, "Permitted Users") and (ii) shall indemnify, defend and hold harmless the other party and its property from any claims, damages, liabilities, costs, obligations and expenses, including, without limitation, attorneys' fees, arising in connection with any such Asserted Liens.
- 6. <u>Indemnity</u>. Each party agrees to indemnify, defend and hold harmless the other party from any claims, demands, losses, actions, liabilities, obligations, damages, costs or expenses, including without limitation, attorneys' fees (collectively, "Claims, Damages and Costs") arising out of any act, omission or event occurring on the other party's property caused or resulting from negligence or misconduct of such indemnifying party, or any of their agents, contractors employees or representatives or Permitted Users (collectively, "Related Parties"); provided, however, that the foregoing indemnity shall not apply to the extent any such Claims, Damages and Costs are caused by or result from the negligence or willful misconduct of the indemnitee or any of its Related Parties. The

provisions of this Section 6 shall survive the termination of this Agreement.

### 7. Insurance.

- 7.1 Liability Insurance. Each party shall purchase and maintain commercial public liability insurance covering personal injuries and damages to personal property, with broad form general liability endorsement in the combined single limit of at least One Million Dollars (\$1,000,000), against all claims, losses, and liabilities arising out of such party's use or operation of its property and its rights hereunder. Such insurance shall be primary and in excess of and not contributory with other insurance carried by other persons. All such policies of insurance shall be issued by insurance companies licensed to do business in California and having a rating of not less that A-X in Best's Insurance Guide. Each party shall deliver to the other party certificates of insurance evidencing its compliance with this Section. Such certificates shall also include the agreement of the insurance carrier not to cancel or otherwise terminate any insurance coverage without endeavoring to first give at least thirty (30) days' prior written notice to the other party. Any insurance required to be carried pursuant to this Agreement may be carried under (i) a blanket policy or policies covering other liabilities and locations of a party or (ii) a formal plan of self-insurance, provided that the party self-insuring has and maintains a net worth of at least One Hundred Million Dollars (\$100,000,000.00) and provides to the other party customary evidence of provision of such self insurance.
- 7.2 Release and Waiver of Subrogation. Each party for itself releases the other party from and to the extent legally possible for it to do so, and each party hereby waives any claim, for any loss or damage to any real or personal property located upon its Property, which loss or damage is of the type generally covered by an "all-risk" form of property insurance, irrespective of any negligence on the part of the other party which may have contributed to or caused such loss or damage. The Parties agree that their respective insurance policies shall include a waiver of subrogation. The provisions of this Section 7.2 shall survive the termination of this Agreement.
- 8. <u>Hazardous Substances</u>. For purposes of this Agreement, "Hazardous Substance" shall mean any "hazardous substance, "toxic substance," "hazardous waste" or "hazardous material," as defined in one or more Environmental Laws (defined below) as of the date hereof; provided, however, that "Hazardous Substance" shall not include any asbestos or asbestos-containing material. "Environmental Laws" shall mean any and all federal, state, municipal and local laws, statutes, ordinances, rules, and regulations which are in effect as of the date hereof pertaining to the use, generation, storage, disposal, release, remediation, treatment or removal of any Hazardous Substance, including, without limitation, the Comprehensive Environmental Response Compensation Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 et seq., the Clean Water Act, 33

U.S.C. § 1251 et seq., and California Health and Safety Code Section 25100, et seq. Each party covenants that during the term of this Agreement, each party shall comply with all Environmental Laws and shall not suffer or permit any Hazardous Substances to be generated, placed, discharged, emitted, released, transported, disposed of or stored in, on, under, from or about the areas covered by this Agreement in violation of any applicable Environmental law. Each party agrees to indemnify, defend, protect and hold harmless the other party, its partners, subpartners, parent, parent organization, affiliates, subsidiaries, as and if applicable, and their respective officers, directors, legal representatives, successors, assigns, agents, servants, employees, and independent contractors, and each of them, from any and all direct and proximate loss, cost, damage, expense and liability (including, without limitation, court costs and reasonable attorneys' fees and the reasonable fees of consultants, accounts and expert witnesses relating thereto) incurred in connection with or arising from any Hazardous Substances to the extent generated, placed, used, discharged, emitted, released, transported, disposed of or stored in, on, under, from or about the respective license area by such party or any of its agents, servants, employees, invitees, independent contractors or such party's Permitted Tenants or their respective Permitted Users. The indemnity provisions of this Section 8 shall survive the termination of this Agreement.

# 9. Miscellaneous.

- 9.1 <u>Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.
- 9.2 <u>Notices.</u> Any notice, payment or instrument required or permitted under this Agreement to be given or delivered to Grantor or Grantee shall be deemed to have been received when personally delivered, seventy-two (72) hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, or the next business day following deposit with a Federal Express office or agent, charges prepaid, addressed as follows:

### To Grantee:

Boeing Realty Corporation 3760 Kilroy Airport Way, Suite 500 Long Beach, CA 90806

Telephone:

(562) 627-4900

Telecopy:

(562) 627-4906

To Grantor:

433 N. Camden Drive Suite 820

Beverly Hills, CA 90210

Telephone: 310-550-1570 x25 Telecopy: 310-550-1826

Attention: Lawrence N. Field and Kevin Mansfield

Any such communication shall be deemed to have been delivered (i) as of the date of receipt, in the case of personal delivery of electronic facsimile transmission, or, (ii) as of the date of receipt or first attempted delivery via reputable air courier, or (iii) as of the date of receipt or first attempted deliver, as evidenced by the return receipt card, in the case of mailing via certified or registered United States mail. Any party may change the address at which it is to receive notice by so notifying the other party to this Agreement in writing in the manner provided for above.

9.3 <u>Amendment</u>. This Agreement may be amended only by mutual written agreement of Grantor and Grantee. Neither this agreement nor any amendment thereto shall affect the holder of the underlying fee interest of the Dominant Tenement, unless said holder specifically consents thereto in writing, or until such time as the ground lessee of the Dominant Tenement has acquired the interest of the ground lessor of the Dominant Tenement. Any amendment must be recorded in the Official Records of Los Angeles County, California.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the day and year first above written.

"Grantor"

LOMITA PARTNERS, LLC, a California limited liability company

By: Heartland Investments, Inc.

a California corporation, its managing member

Tte.

KENNETH R. AYEROFF

# "Grantee"

Boeing Electron Dynamic Devices, Inc.

a Delaware corporation

By: Its:

Stephen J. Barker Authorized Signatory

### Exhibit "A"

(commonly known as 3040 Lomita Blvd., Torrance, California)

THE SURFACE ANDTHAT PORTION OF THE SUBSURFACE LYING ABOVE A PLANE 500 FEET IN DEPTH MEASURED VERTICALLY FROM THE SURFACE AS SAID SURFACE EXISTED ON JANUARY 27, 1959 OF PARCEL 2, IN THE CITY OF TORRANCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN UPON PARCEL MAP NO. 2789, FILED IN BOOK 38 PAGE 82 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

### Exhibit "B"

(commonly known as 3100 Lomita Blvd., Torrance, California)

### PARCEL 1:

THE SURFACE AND THAT PORTION OF THE SUBSURFACE LYING ABOVE A PLANE 500 FEET IN DEPTH, MEASURED VERTICALLY FROM THE SURFACE, AS SAID SURFACE EXISTED ON JANUARY 27, 1959 OF THAT PORTION OF THAT CERTAIN PARCEL OF LAND IN THE RANCHO LOS PALOS VERDES, IN THE CITY OF TORRANCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ALLOTTED TO ORIN S. WESTON BY DECREE OF DISTRIBUTION IN THE ESTATE OF B. S. WESTON, RECORDED IN BOOK 2838 PAGE 230 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND BEING THE PART OF THAT CERTAIN TRACT OF LAND MARKED "B. S. WESTON 1898.4 ACRES" ON A MAP OF PARTITION OF PART OF THE RANCHO LOS PALOS VERDES, FILED IN CASE NO. 11575 OF THE SUPERIOR COURT OF SAID COUNTY, A COPY OF WHICH MAP IS FILED IN BOOK 1 PAGE 3 OF RECORD OF SURVEYS, IN SAID OFFICE OF THE COUNTY RECORDER, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO STANDARD OIL COMPANY, BY DEED DATED DECEMBER 18, 1925, RECORDED IN BOOK 5494 PAGE 188 OF OFFICIAL RECORDS OF SAID LOS ANGELES COUNTY; THENCE SOUTH 62 DEGREES 50 MINUTES 50 SECONDS EAST ALONG THE SOUTHERLY BOUNDARY LINE OF SAID LAND CONVEYED TO STANDARD OIL COMPANY 2141.41 FEET, TO THE SOUTHEASTERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO PACIFIC SEMI-CONDUCTORS, INC., A DELAWARE CORPORATION, RECORDED JANUARY 3, 1963 AS INSTRUMENT NO. 2182 IN BOOK D-1872 PAGE 433, OFFICIAL RECORDS, AND THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTHERLY, PARALLEL WITH THE WESTERLY BOUNDARY LINE OF SAID B. S. WESTON ALLOTMENT TO A POINT IN THE SOUTHWESTERLY BOUNDARY LINE OF LOMITA BOULEVARD, FORMERLY KNOWN AS WILMINGTON AND SALT WORKS ROAD, AS DESCRIBED IN DEED TO THE COUNTY OF LOS ANGELES, RECORDED IN BOOK 1135 PAGE 101 OF DEEDS AND IN BOOK 754 PAGE 171 OF DEEDS, RECORDS OF SAID. LOS ANGELES COUNTY; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY BOUNDARY LINE OF LOMITA BOULEVARD, 422.81 FEET; THENCE SOUTHERLY PARALLEL WITH THE WESTERLY BOUNDARY LINE OF SAID B. S. WESTON ALLOTMENT TO A POINT IN THE SOUTHERLY LINE OF SAID LAND CONVEYED TO STANDARD OIL COMPANY; THENCE NORTH

62 DEGREES 50 MINUTES 50 SECONDS WEST ALONG SAID SOUTHERLY LINE 422.81 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT ALL OIL, GAS, ASPHALTUM AND OTHER HYDROCARBON SUBSTANCES AND OTHER MINERALS IN OR UNDER SAID LAND OR THAT MAY BE PRODUCED THEREFROM, BUT WITH NO RIGHT OF ENTRY UPON OR THROUGH THE SURFACE OF OR THAT PORTION OF THE SUBSURFACE LYING 500 FEET VERTICALLY IN DEPTH BELOW THE SURFACE THEREOF, AS RESERVED BY H. J. EARLY AND DAISY LEE EARLY, HIS WIFE, IN DEED RECORDED APRIL 16, 1963 IN BOOK D-1993 PAGE 34, OFFICIAL RECORDS.

### PARCEL 2:

THE SURFACE AND THAT PORTION OF THE SUBSURFACE LYING ABOVE A PLANE 500 FEET IN DEPTH, MEASURED VERTICALLY FROM THE SURFACE, AS SAID SURFACE EXISTED ON JANUARY 27, 1959 OF THAT PORTION OF THAT CERTAIN PARCEL OF LAND IN THE RANCHO LOS PALOS VERDES, IN THE CITY OF TORRANCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ALLOTTED TO ORIN S. WESTON, BY DECREE OF DISTRIBUTION IN THE ESTATE OF B. S. WESTON, RECORDED IN BOOK 2838 PAGE 280 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND BEING THE PART OF THAT CERTAIN TRACT OF LAND MARKED "B. S. WESTON 1898.4 ACRES" ON A MAP OF PARTITION OF PART OF THE RANCHO LOS PALOS VERDES FILED IN CASE NO. 11575 OF THE SUPERIOR COURT OF SAID COUNTY, A COPY OF WHICH MAP IS FILED IN BOOK 1 PAGE 3 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO STANDARD OIL COMPANY, BY DEED DATED DECEMBER 18, 1925, RECORDED IN BOOK 5494 PAGE 188 OF OFFICIAL RECORDS OF SAID LOS ANGELES COUNTY; THENCE SOUTH 62 DEGREES 50 MINUTES 50 SECONDS EAST ALONG THE SOUTHERLY BOUNDARY LINE OF SAID LAND CONVEYED TO STANDARD OIL COMPANY 1718.60 FEET, TO THE SOUTHEASTERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO PACIFIC SEMI-CONDUCTORS, INC., A DELAWARE CORPORATION, RECORDED MAY 1, 1961 AS INSTRUMENT NO. 1723 IN BOOK D-1206 PAGE 131, OFFICIAL RECORDS, AND THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTHERLY, PARALLEL WITH THE WESTERLY BOUNDARY LINE OF SAID B. S. WESTON ALLOTMENT TO A POINT IN THE SOUTHWESTERLY BOUNDARY LINE OF LOMITA BOULEVARD, FORMERLY KNOWN AS WILMINGTON AND SALT WORKS ROAD, AS DESCRIBED IN

DEED TO THE COUNTY OF LOS ANGELES, RECORDED IN BOOK 1135 PAGE 101 OF DEEDS AND IN BOOK 754 PAGE 171 OF DEEDS, RECORDS OF SAID LOS ANGELES COUNTY; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY BOUNDARY LINE OF LOMITA BOULEVARD, 422.81 FEET; THENCE SOUTHEASTERLY PARALLEL WITH THE WESTERLY BOUNDARY LINE OF SAID B. S. WESTON ALLOTMENT TO A POINT IN THE SOUTHERLY LINE OF SAID LAND CONVEYED TO STANDARD OIL COMPANY; THENCE NORTH 62 DEGREES 50 MINUTES 50 SECONDS WEST ALONG SAID SOUTHERLY LINE 422.81 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT ALL OIL, GAS, ASPHALTUM AND OTHER HYDROCARBON SUBSTANCES AND OTHER MINERALS IN OR UNDER SAID LAND OR THAT MAY BE PRODUCED THEREFROM, BUT WITH NO RIGHT OF ENTRY UPON OR THROUGH THE SURFACE OF OR THAT PORTION OF THE SUBSURFACE LYING 500 FEET VERTICALLY IN DEPTH BELOW THE SURFACE THEREOF.

# FXHIBIT "C" Easement Area

LEGAL DESCRIPTION 2 3 That portion of Parcel 2 of Parcel Map No. 2789, in the City of Torrance, County of Los 4 5 Angeles, State of California, as per map filed in Book 38 page 82 of Parcel Maps, Records of said County, described as follows: б 7 8 9 10 11 12 13

DRIVEWAY ACCESS EASEMENT

Beginning at the northwest corner of said Parcel 2; thence along the northeasterly line of said Parcel 2, South 62°36'00" East 74.58 feet; thence leaving said line South 27°24'00" West 24.90 feet to a line parallel with and distant 55.00 feet easterly of the westerly line of said Parcel 2; thence along said parallel line South 0°14'40" West 86.81 feet; thence North 89°45'20" West 55.00 feet to the westerly line of said Parcel 2; thence northerly along said westerly line North 0°14'40" East 143.00 feet to the point of beginning.

14 15

16

17

1

This legal description is delineated on accompanying "Legal Description Sketch" for reference purposes only.

18

19

20

21 22

23

Robert C. Olson PLS 5490

**PSOMAS** 

24

25 26

27

28 29 This Legal Description is not intended for use in the division and/or conveyance of land in violation of the Subdivision Map Act of the State of California.

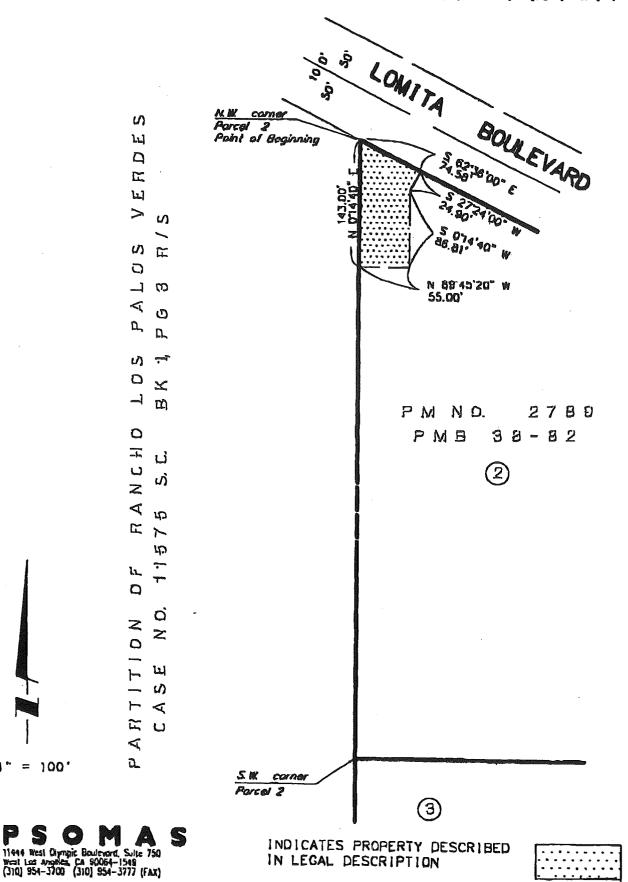
10.09 2001

Date

y-11 hug2 104 00 survey/legal/dwentrance.doc October 4, 2001 DRHACO

Sheet 1 of 1

# LEGAL DESCRIPTION SKETCH



1" = 100'

PICILED, 10/04/01 07 30.52 7: \1muC2104.00\Survey\Design\m\PL-DWAY.0+8 DHC=016

STATE OF CALIFORNIA	
STATE OF <u>CALIFORNIA</u> ) ss. COUNTY OF <u>LOS ANGELES</u> )	
On <u>pec</u> <u>21</u> , <u>200</u> before me, <u>ERLIMOA</u> of and for said state, personally appeared <u>N</u> personally known to me (or proved to me of be the person whose name is subscribed to acknowledged to me that he/she executed and that by <u>his</u> /her signature on the instrumbehalf of which the person acted, executed	on the basis of satisfactory evidence) to the within instrument and the same in his/her authorized capacity, nent, the person, or the entity upon
WITNESS my hand and official seal.  ERLINDA C. HENSON Commission # 1228789 Notory Public - California Los Angeles County My Comm. Expires Aug 11, 2003	Notary Public in and for said State
STATE OF	
COUNTY OF) ss.	
On, before me, and for said state, personally appeared personally known to me (or proved to me of be the person whose name is subscribed to acknowledged to me that he/she executed and that by his/her signature on the instrumbehalf of which the person acted, executed with the person acted, executed with the person acted.	on the basis of satisfactory evidence) to the within instrument and the same in his/her authorized capacity, ment, the person, or the entity upon
WITNESS my hand and official seal.	
	Notary Public in and for said State

STATE OF _CALIFORNIA	
COUNTY OF ORANGE	) SS. )
On <u>December 24, 2001</u>	before me, <u>L. Beasley</u>
a Notary Public in and for said County and State, personal	lly appeared <u>Stephen J. Barker</u>
is/are subscribed to the within instrument and acknow	satisfactory evidence) to be the person(s) whose name(s) wledged to me that he/she/they executed the same in r/their signature(s) on the instrument the person(s), or the the instrument.  L. BEASLEY Commission # 1285475 Notory Public - Colifornia Orange County My Comm. Expires Nov 25, 2004
STATE OF <u>CALIFORNIA</u> COUNTY OF	_ ) ) SS.
On	before me,
a Notary Public in and for said County and State, personall	y appeared
personally known to me (or proved to me on the basis of is/are subscribed to the within instrument and acknow his/her/their authorized capacity(ies), and that by his/her entity upon behalf of which the person(s) acted, executed to	reledged to me that he/she/they executed the same in relative relative the relative to the same in the relative that he/she/they executed the same in relative to the relative
WITNESS my hand and official seal.	
Signature of Notary	